

## **REMARKS**

Applicant would like to thank the Examiner for the courtesies extended his attorney during the interview of September 21, 2009. The applicant appreciates the examiners discussion of various references which were very helpful.

In the Office Action mailed 4 August 2009 from the United States Patent and Trademark Office, claims 1 to 12, 14, 15, 19 and 33 were rejected as being anticipated by U.S. patent number 5651568 (Fortune). Claim 13 was rejected as being obvious over Fortune in view of U.S. patent number 2784993 (Collar), claims 16 to 18 and 21 were rejected as being obvious over Fortune in view of U.S. patent number 2769330 (O'Connell), claim 20 was rejected as been obvious over Fortune in view of U.S. patent number 2651934 (Chesler), and claims 22 and 23 were rejected as being obvious over Fortune in view of O'Connell and Chesler.

The applicant respectfully submits that the objections raised by the Examiner are all in large part, based on the primary citation, Fortune.

The present subject matter as claimed provides a door lock having inner and outer handles which, in a deadlock mode, are prevented from rotational movement relative to the lock body through engagement of a locking member with the internal and outer hubs respectively associated with the inner and outer handles. Thus, claim 1 recites, "characterised in that when the lock is in the deadlock mode the locking member is maintained in engagement with both the internal and outer hubs to prevent operation of the lock by the handles". This aspect of the claimed subject matter is better understood with reference to Figure 5 of the present application, a copy of which follows immediately below.

Firstly, in relation to the Fortune document, only figures 13 onwards and the corresponding description are relevant to the presently claimed subject matter as the remaining

figures and description deal with a dual mode lock rather than a three mode lock. In particular, a three mode lock requires handles or operating means on both sides of the door and the Fortune document in its disclosure of figures 1 to 12 and a corresponding description deals only with a dual mode lock as the illustrated and described the lock of those figures has only a single handle on one side of the door. Therefore, there is no inner and outer handle in the first 12 figures and corresponding description in Fortune.

Further, the lock of the presently claimed subject matter has both the internal and outer hubs on the same side of the door. Although required in the original claim 1, it was not explicitly stated. This arrangement has now been explicitly claimed in the amended claim 1. According to the operation of the lock of the present disclosure, the locking member engages with both the internal and outer hub in the privacy and the deadlock modes.

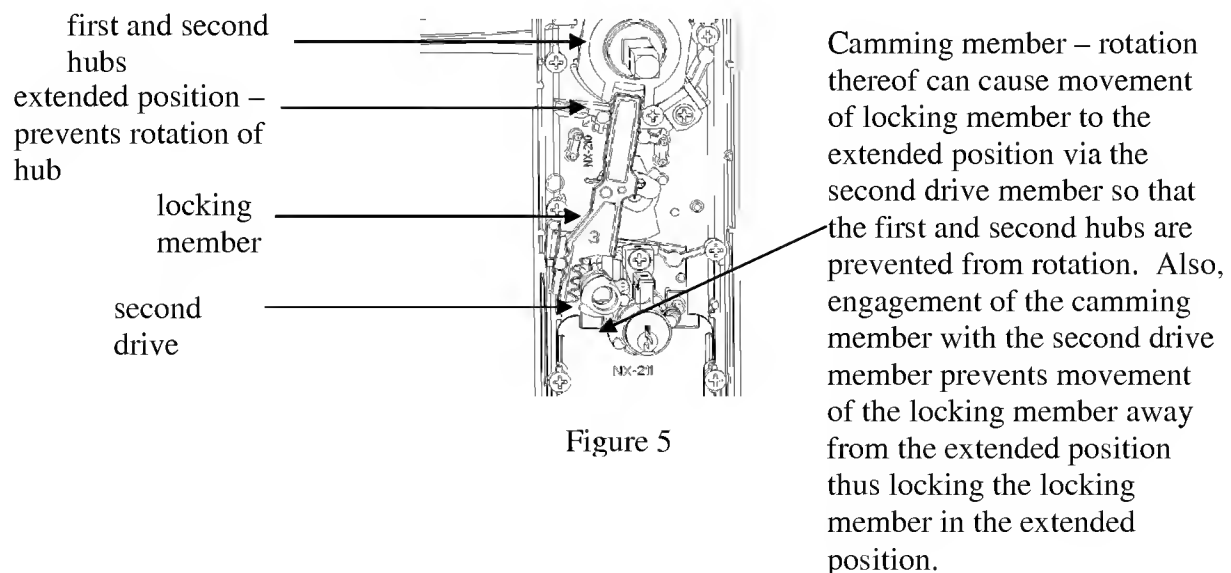


Figure 5

In contrast, the Fortune document describes a drive disc 115a (the Examiner contends this is the internal hub) being fixed to the spindle of the inside knob 16'' and drive disc 115b being fixed in a similar fashion to the outside knob 16a. A rotary member 132 (the Examiner contends

that this is the outer hub) is used to couple the outside knob 16a to the drive disc 115a (of the inside knob 16’’).

A shaped snib plate 142 of a snib mechanism 140 can be pivotally moved between a freeing position 142’ and a snibbing position at which an upstanding lug 146 on the top edge of the snib plate engages with the rotary member 132. Thus, the outside knob 16a can be temporarily locked against operation by setting the snib mechanism in the snibbing position thereby preventing rotational movement of the rotary member 132 past predetermined positions (i.e. further rotational movement of the rotary member is prevented once either one of the lug 134a or the non-drive lobe 134b engages with the upstanding lug 146).

Importantly and in contrast with the claimed subject matter of the present application, the Fortune document discloses that the snib plate 142 engages with the rotary member 132 and the upper flat lug 116 of the drive disc 115a engages the rotary member 132 in the snibbed condition. There is no engagement of the snib plate 142 (which corresponds with the locking member of the present disclosure) with both the drive disc 115a and the rotary member 132 (which correspond to the internal hub and the outer hub of the present disclosure respectively) of Fortune as defined in claim 1 of the present application.

Further, the deadlocking function of the Fortune document is provided by the key cylinder which in Figure 13 of Fortune, is located above the door knobs. The key cylinder operates to deadlock the mechanism by preventing movement of the handles through the provision of the toothed segment 106’’ on drive disc 115a, the pinion 108’’ and the toothed segment 104’’.

Therefore, the deadlocking function is not achieved by the locking member 142, 146 in Fortune as it is in the present disclosure, but rather by a different mechanism which operates on

the drive disc 115a and only affects the rotary member due to the upper flat lug 116 of the drive disc 115a engaging the rotary member 132.

Therefore, the Fortune document teaches snibbing the drive disc 115a and deadlocking the drive disc 115a but these two mechanisms are separated from one another, one being above the handles and one below. In other words, the deadlocking mechanism is separate from the snib mechanism but both act on the drive disc 115a.

The present disclosure uses the same locking member to achieve the snibbing and the deadlocking and the deadlocking condition is simply achieved through preventing the locking member (corresponding to the snib plate of Fortune) from movement to the free condition. There is no disclosure, suggestion or teaching in Fortune of deadlocking by preventing movement of the snib plate.

In the present disclosure, due to the fact that the locking member engages both the internal and outer hubs, the locking member is in the same position in the deadlock condition and the snibbed condition, that is engaged with both hubs and then the locking member is prevented from retracting in the deadlocked condition.

Therefore, the Fortune citation does not teach all of the features nor the working interrelationship of the features as defined in claim 1 of the present application addressing the Section 102 issues.

In relation to the Section 103 issues, as the Fortune document teaches a very different mechanism and one that includes many more component parts and a more complex mechanism overall. The provision of the claimed subject matter as defined in claim 1 of the present application has fewer moving parts and therefore greatly increased ease of use and resistance to breakage.

Therefore, it can be seen that none of the references in the Office Action, either alone or in combination, do not teach or suggest all the limitations claimed in the claim set, as amended. The Applicant also respectfully submits that the office action does not show how one of skill in the art would have found it obvious to overcome the differences between the prior art, particularly the primary citation, Fortune and the claimed subject matter to arrive at the present claims, as there is no disclosure, suggestion or teaching in any of the references of record to overcome these differences.

## **CONCLUSION**

Based on the preceding arguments, Applicant respectfully believes that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicant invites the Examiner to contact Applicant's representative at the telephone number listed below. We respectfully request that the Examiner reconsider the claims in light of the above remarks and await the notice of allowance. The Director is hereby authorized to charge and/or credit Deposit Account 19-0513.

Date: November 4, 2009

Respectfully submitted,

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